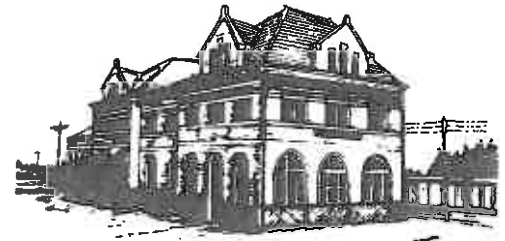


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods

COUNCIL: Randy White, Rich Madison, Ann Levine,
Marsha Wilson, Dave Koets, Gary Lybarger, Nancy
Loudon

CITY CLERK: Lisa Williamson

CITY ADMINISTRATOR: Mike Taylor

CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda

City Hall/Restored Depot

CRESTON MEALSITE

Tuesday, August 19, 2014

6:00 p.m.

08/15/2014 9:57 AM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** August 5, 2014 – Regular Meeting; August 8, 2014 – Special Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims** - \$347,024.32
 - ii. **Fund Transfers** - \$70,000.00
 3. **Liquor License Renewals:** Twilight Zone – Class C; Montgomery Street Pub – Class C w/Outdoor Service and Sunday Sales; Panther Lanes – Class C w/Sunday Sales
6. **Public Forum – the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.**
7. **New Business**
 1. **Review and take possible action on 907 W Adams Nuisance house**
 2. **Appointment with Brian Seales/Tonia Montoya regarding nuisance property located at 105 S Jarvis – requesting extension of time to make repairs**
 - i. **Possible Action to be taken by Council**
 3. **Resolution to special assess unpaid mowing nuisances**
 4. **Resolution to approve the sale of a 1999 Ford F-150 used by Park & Recreation Department**
 5. **Resolution to approve increases to permit fees issued by the City of Creston**
 6. **Resolution to approve I & I Special Assessment per the City Inflow & Infiltration Policy for John & Jonan Barkalow**
 7. **Resolution to approve application for IDOT Grant for Traffic Safety Improvement Program Funding for the Police Department**

8. **Resolution** to approve Change Order #1 by omitting Bid Item No. 3.4 "Full Depth Pavement Patching," decreasing contract amount by \$17,150 for the Airport Pavement Rehabilitation Project
9. **Resolution** to approve Payment Estimate #1 of \$24,023.67 to Feldhacker Contracting for work completed on the Airport Pavement Improvement Project
10. **Motion** to approve request from Southern Prairie YMCA to utilize McKinley Park and temporarily close the following streets – Park, Prairie, Adams, Stone and Lake Shore Drive – for the Annual 5K Balloon Day Run on September 20th from 8:00 am – 9:30 am
11. **Public Hearing** on the sale of City-owned property located at 307 N Division Street
12. **Resolution** to approve the sale of City-owned property located at 307 N Division Street to Mike & Karen Eblen for \$100
13. **Public Hearing** on the sale of City-owned property located at 309 N Division Street
14. **Resolution** to approve the sale of City-owned property located at 309 N Division Street to Ron Ray for \$100
15. **Appointment** with representative from Seldin Company
16. **Public Hearing** on the sale of City-owned property located at 1001 W Jefferson Street
17. **Resolution** to approve the sale of City-owned property located at 1001 W Jefferson Street, to Seldin Company of Omaha, NE for \$10,000.00

8. **Other**

9. **Adjournment**

SPECIAL MEETING OF THE CRESTON CITY COUNCIL AUGUST 8, 2014

The Creston City Council met in special session at 4:30 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Lybarger, Koets, Madison and White. Loudon, Wilson and Levine were absent.

White moved seconded by Lybarger to approve the agenda. All voted aye. Loudon, Wilson and Levine were absent. Motion declared carried.

A resolution was offered by White seconded by Lybarger to set a Public Hearing on August 19, 2014 at 6:00 p.m. to sell City-owned property located at 1001 W. Jefferson, Creston, Union County, Iowa and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Madison and White voted aye. Loudon, Wilson and Levine were absent. Resolution declared passed.

A resolution was offered by White seconded by Lybarger to set a Public Hearing on August 19, 2014 at 6:00 p.m. to sell City-owned property located at 307 N. Division, Creston, Union County, Iowa and authorize the Mayor and Clerk to execute the proper documentation. Koets, Madison, White and Lybarger voted aye. Loudon, Wilson and Levine were absent. Resolution declared passed.

A resolution was offered by White seconded by Koets to set a Public Hearing on August 19, 2014 at 6:00 p.m. to sell City-owned property located at 309 N. Division, Creston, Union County, Iowa and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Lybarger and Koets voted aye. Loudon, Wilson and Levine were absent. Resolution declared passed.

White moved seconded by Koets to adjourn the meeting. All voted aye. Loudon, Wilson and Levine were absent. Council adjourned at 4:32 p.m.

Mayor

Attest:

City Clerk

REGULAR MEETING OF THE CRESTON CITY COUNCIL AUGUST 5, 2014

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Wilson, Levine and White. Second Ward seat is vacant.

Wilson moved seconded by Koets to approve the agenda. All voted aye. Second Ward seat is vacant. Motion declared carried.

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of July 15, 2014, regular meeting; claims of \$197,582.49; and liquor license renewal for Fareway. White asked to have the minutes amended, as Winborn was listed as making a motion to adjourn and he was not at the meeting. All voted aye. Second Ward seat is vacant. Motion declared carried.

During Public Forum, Ellen Gerharz, Executive Director of Creston Chamber of Commerce, presented the award to Council for the City of Creston being honored as a Certified Connected Community for broadband supported technologies, the fifth community in the state to be certified. She also mentioned there is an early Balloon Days' schedule on the Chamber's website, and passed out flyers with a more current schedule.

Josh Kendrick, 308 N. Sycamore, addressed Council regarding his concerns of the library, the lack of supplying current books and the potential move to the Lincoln School.

A resolution was offered by White seconded by Wilson to appoint Rich Madison to fill City Council Ward Two vacancy with term expiring December 31, 2015 and authorize the Mayor and Clerk to execute the proper documentation. Levine, White, Loudon, Lybarger, Koets and Wilson voted aye. Second Ward seat is vacant. Resolution declared passed.

A resolution was offered by White seconded by Loudon to approve an agreement with Alan Gates for the use of electricity by the Creston Municipal Airport and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, White and Loudon voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to special assess unpaid mowing nuisances and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve a request by Habitat for Humanity for a \$10,000 grant from the Low-to-Moderate Income Fund to assist with the completion of a new house at 600 W. Montgomery and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, White and Loudon voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by Loudon seconded by White to accept an Elevate Iowa Advanced Manufacturing Grant in the amount of \$500 on behalf of the Library to be used toward the purchase of an iPad for the children and authorize the Mayor and Clerk to execute

the proper documentation. Lybarger, Koets, Wilson, Levine, White and Loudon voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Lybarger to reappoint Gary Bucklin to the Board of Adjustment with term expiring July 1, 2017 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Levine, White, Loudon and Lybarger voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by White seconded by Lybarger to approve rezoning Lots 895, 896, 897 and a vacated portion of Oak Street lying between Lots 895 and 896 of the Original Plat, from I-1 Light Industrial to C-1 Commercial based on the recommendation of the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Levine, White, Loudon and Lybarger voted aye. Madison was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve a request by Southwest Iowa Hot Air Balloon Committee for \$5,000 from the Hotel/Motel Fund to assist with expenses of the event and promote tourism and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Madison was absent. Resolution declared passed.

Wilson moved seconded by Loudon to approve the temporary street/parking closings request for the Southwest Iowa Hot Air Balloon Days – Friday, September 19 – Maple Street from Adams to Montgomery and alley at Maple from 8:00 p.m. to 6:00 p.m. Saturday; Saturday, September 20 – Montgomery from Cherry to Walnut; West Depot Parking Lot from 5:00 a.m. to 5:00 p.m.; East Depot Parking Lot from 6 a.m. to 12 p.m.; no parking on South Cherry from Taylor Street to City limits for safety to the public from 6:00 a.m. to 10:00 p.m.; and traffic control at Hwy 34 and South Cherry following lift-off Saturday morning, afternoon and after night glow. All voted aye. Madison was absent. Motion declared carried.

Under Other, Councilperson Loudon reminded and encouraged Council to complete the questionnaire Mike Taylor had emailed them previously from Barker Lemar for the 2015 Prairie Solid Waste Comprehensive Plan.

Councilperson White thanked Roger Lanning for heading up the Southwest Iowa Hot Air Balloon Days' Events.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Madison was absent. Council adjourned at 6:14 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	HEARTLAND TIRE & AUTO	MOUNT & BALANCE #19	28.00
		CRESTON MOTOR SUPPLY INC	MOBEL OIL	61.08
			WIPER BLADES	8.98
		PETTY CASH - POLICE	USPS- CERT MAIL	5.62
			USPS-POSTAGE	2.32
		RADAR ROAD TEC	YEARLY RADAR RECERT	210.00
		SIMMONS GUN SPECIALTIES INC	AMMUNITION - 4000ROUNDS	1,215.90
			TOTAL:	1,531.90
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - JULY'14	21,026.09
			TOTAL:	21,026.09
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE STATION	35.64
			WATER-LINCOLN SCHOOL	9.07
		ED M FELD EQUIP CO INC	WILD LAND PANTS-LEITH	210.00
		EMERGENCY REPAIR SERVICE,	PUMP REPAIR E1, E2	754.51
		ALLIANT ENERGY-INT PWR&LGHT	GAS	20.17
			ELECTRIC	586.09
		MCI	LONG DISTANCE	2.28
		PETTY CASH - FIRE	NAPA-HEADLIGHT L1	6.84
			WALMART-PAPER CLIPS & GLUE	2.24
			USPS - POSTAGE	1.40
			WALMART-IVORY SOAP	16.02
			USPS-POSTAGE	1.40
			USPS - CERT MAIL	25.96
			TOTAL:	1,671.62
BUY & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT-JULY'14	109.38
		OFFICE DEPOT	4PORT USB HUB	6.00
			TOTAL:	115.38
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	58.79
			TOTAL:	58.79
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	8,512.96
			TOTAL:	8,512.96
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,003.83
			TOTAL:	1,003.83
AIRPORT	GENERAL FUND	ARROW ENERGY, INC.	7500GAL JET A	24,992.58
		COUNTRYSIDE PRODUCTS	LP GAS SUMMER FILL	139.08
			LP GAS SUMMER FILL	127.98
			LP GAS SUMMER FILL	279.22
			LP GAS SUMMER FILL	394.45
		WASTE MANAGEMENT	DUMPSTER-JUL'14	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	498.19
		MCI	LONG DISTANCE	20.16
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	30.00
		WEST AVIATION INC	FUEL PROFIT-JULY'14	4,652.13
			PER FBO CONTRACT	1,354.16
			TOTAL:	32,549.91
30 STE CLCT/DSPL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION-JULY'14	38,512.65
			TOTAL:	38,512.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY SERVICES	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-JUL'14	40.89
		ALLIANT ENERGY-INT PWR&LGHT	GAS	19.23
			ELECTRIC	997.25
			1001 W JEFFERSON-ELEC & GA	107.89
		MCI	LONG DISTANCE	11.25
			TOTAL:	1,176.51
PARKS	GENERAL FUND	AKIN BUILDING CENTER	SUP 4 ROOF SHELTER#6	579.36
		AGRIVISION	OIL FILTERS	102.90
			MOWER BLADES	104.40
			BLADES, SEAL BEARINGS	268.47
			BLADES, SEAL BEARINGS	213.54
		ARNOLD MOTOR SUPPLY, LLP	AIR FILTER SKID LOADER	31.46
		CRESTON CITY WATER WORKS	WATER-RAINBOW PARK	9.07
		WASTE MANAGEMENT	DUMPSTER-JULY'14	231.12
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,879.38
		ECHO GROUP INC	CONTACTOR & BULBS MEM GDN	185.42
			SEC LIGHT BULBS	47.10
			PARTS WALKING TRAIL LIGHT	13.54
		MCI	LONG DISTANCE	0.42
		CRESTON MOTOR SUPPLY INC	PIPE & BOLTS	16.59
			PIPE & BOLTS	98.35
		PETTY CASH - RECREATION	FARM & HOME- SUMP PUMP HOS	12.75
		RJ'S PORTABLES	PORT-A-POTTIES	75.00
			TOTAL:	3,868.87
RECREATION	GENERAL FUND	BSN SPORTS	BASE PLUGS, DIG OUTS	172.13
		WASTE MANAGEMENT	DUMPSTER-JULY'14	76.70
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	444.63
		PETTY CASH - RECREATION	USPS -POSTAGE	1.70
			FARM & HOME-BALLFIELD SHED	10.42
		RJ'S PORTABLES	PORT-A-POTTIES	75.00
			TOTAL:	780.58
CEMETERY	GENERAL FUND	WHEELER, RODNEY	OIL & TRIMMER STRING	123.40
		AGRIVISION	CLIPS FOR LIFT DECK	67.06
		WASTE MANAGEMENT	DUMPSTER-JUL'14	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	96.25
		MCI	LONG DISTANCE	1.06
			TOTAL:	349.73
SWIMMING POOL	GENERAL FUND	FIRST NATIONAL BANK	NIGHT DEPOSIT SVC- THRU AU	10.00
		HYGIENIC LABORATORY-AR	COLIFORM BACTERIA	12.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS	17.43
			ELECTRIC	2,032.73
		MCI	LONG DISTANCE	4.16
		PETTY CASH - RECREATION	USPS - POSTAGE	2.86
			TOTAL:	2,079.68
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-AUG'14	845.63
		WOODS, WARREN	WEBSITE FORM RENEWAL	47.00
		BANKERS LEASING CO	COPIER LEASE MAINTENANCE	208.68
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-JUL'14	557.07
		HABITAT FOR HUMANITY	HABITAT HOUSE-600 W MONTGO	10,000.00
		IOWA LEAGUE OF CITIES	IMFOA FALL CONF-LISA	105.00
		MCI	LONG DISTANCE	35.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE DEPOT	TAB INCERTS,STICKY N	3.18
		SOUTHWEST IA BALLOON DAYS COMMITTEE	BALLOON DAYS CONTRIBUTION	5,000.00
		SWICAA TREASURER	2014 ANNUAL DUES	30.00
			TOTAL:	16,831.64
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROFESSIONAL SVCS-SONNTAG	6,468.50
		KENYON & NIELSEN PC-ATTYS AT LAW	QUIT CLAIM DEED	125.00
			TOTAL:	6,593.50
CITY HALL	GENERAL FUND	WALKER COEN LORENTZEN ARCHITECTS	PROF SERVICES PHASE2	1,260.00
		CRESTON CITY WATER WORKS	WATER-CITY HALL	24.62
		ALLIANT ENERGY-INT PWR&LGHT	GAS	102.55
			ELECTRIC	1,199.47
		OFFICE MACHINES	SCOTT TOLLET PAPER-2CS	56.58
			TOTAL:	2,643.22
ROAD MAINTENANCE	ROAD USE TAX	FRANKLIN TREE SERVICE	TREE REMOVAL & CLEANUP	1,300.00
		KRUSE, KEVIN	BNSF TRAINING COURSE-7 EE	105.00
		AKIN BUILDING CENTER	CONCRETE DRILL RENTAL	15.00
			2X6X12 BOARDS	16.18
			CONCRETE DRILL RENTAL-2X	15.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
		AGRIVISION	CUTTER BLADE, AIR FILTER	87.02
			CUTTER BLADE, AIR FILTER	178.19
		CENTRAL PLAINS ELECTRIC	REPAIR DRILL	25.00
		DIAMOND VOGEL PAINTS	4 YELLOW, 1 BLUE	500.25
			4 - YELLOW TB3581	400.80
		EBLEN CONSTRUCTION CO	22 HRS EXCAVATOR HURLEY	3,080.00
		GRIMES ASPHALT & PAVING CORP	16.06T COLD PATCH	2,344.76
		ALLIANT ENERGY-INT PWR&LGHT	GAS	38.63
			ELECTRIC	233.56
		MCI	LONG DISTANCE	1.72
		CRESTON MOTOR SUPPLY INC	CASE OIL FILTERS	51.00
			CHEV OIL FILTER	4.25
			OIL FILTER, WASHER	67.63
			MIRROR	13.19
			LAMPS, FITTINGS	5.05
			2 BRAKE DRUMS	91.96
			BULK OIL 55GAL 5/30	462.55
			BULK OIL 95G 15/40	901.55
		SERVICE TECHS INC	SAW BLADE	359.95
			WEED EATER STRING	20.75
		AGRILAND FS INC	1078G UNLD, 1410G DSL	7,916.01
		SCHILDBERG CONSTRUCTION COMPANY INC	31.23T 3/8" CHIPS	460.64
			31.34T 3/8" CHIPS	462.26
			47.49T 3/8" CHIPS	700.48
			30.34T 3/8" CHIPS	447.52
			15.95T 3/8" CHIPS	235.26
			65.06T 3/8" CHIPS	959.64
			113.35T 3/8" CHIPS	1,671.92
		TRANS-IOWA EQUIPMENT, INC.	2014 ELGIN PELICAN SWEEPR	154,371.00
			TOTAL:	177,572.22
ADJ	REETS(ENGINR)	ROAD USE TAX	OFFICE DEPOT	OFFICE SUPPLIES
				42.16
				TOTAL:
				42.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	IOWA INDIV HEALTH BENEFIT REINSURANCE	ASSESSMENT PER IA CODE	3,312.87
			TOTAL:	3,312.87
POLICE FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	K9 CARE & MAINTENANCE	43.20
			K9 CARE & MAINTENANCE	200.10
			TOTAL:	243.30
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	ATLANTIC COCA-COLA BOTTLING CO	FESTIVAL BEVERAGES	155.88
		CLEAR CHANNEL BROADCASTING INC	CONCERT ADS	3,050.00
		CRESTON PUBLISHING CO	PARK FESTIVAL FISHING DAY	331.35
		KELLY'S FLOWERS	PARK BENCH KENDA MOORE	765.00
			TOTAL:	4,302.23
SANITARY SEWER/WASTWTR	SEWER OPERATING	FU BISHOP, DENNY	I&I REIMBURSEMENT	500.00
		CLARK, KEITH & JILL	I&I REIMBURSEMENT	500.00
		BARKALOW, JOHN	I&I REIMBURSEMENT	500.00
		WHITE, LARRY	I&I REIMBURSEMENT	500.00
		CHUBICK, MARION	I&I REIMBURSEMENT	700.00
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-JULY'14	52.65
		WASTE MANAGEMENT	DUMPSTER-JULY'14	75.14
		ENVIREX INC	ORINGS & FRT	247.00
		HYGIENIC LABORATORY-AR	2 NH3'S	38.00
			2 BOD'S,	72.00
			2 NH3'S	38.00
			2NH3'S	38.00
			2 BOD'S	73.00
			1 N&P	76.00
			2 NH3'S	38.00
			2 BOD'S	73.00
			2 NH3'S	19.00
			2 BOD'S	73.00
			PLANT METALS	118.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS	916.39
			ELECTRIC	6,063.95
		ECHO GROUP INC	4 FUSES	47.51
		MCI	LONG DISTANCE	3.91
		CRESTON MOTOR SUPPLY INC	AIR FILTERS	27.70
			OIL FILTER	38.26
		OFFICE DEPOT	ENVELOPES	9.04
		UPS	POSTAGE	25.63
			POSTAGE	24.74
			TOTAL:	10,888.42
ANIMAL CONTROL	ANIMAL SHELTER *AG	AFTON VETERINARY CLINIC	NEUTER CAT PAM PASKE	35.00
		CRESTON VET CLINIC PC	CREDIT DISCOUNT	142.07-
			SPAY CAT JULIE SHEIFFER	55.00
			EXAM & VACC KITTEN BRAMME	42.73
			EMGCY MED TARA ARTS DOG	100.00
		DOWNEY, MYCALE	REIMBURSE ARL & FUEL	80.00
		SOUTHERN HILLS VET SVC INC	TEST, BOARD, KITTEN TANGY	55.00
			TEST,VAC SPAY 2 POUND CAT	78.00
			TOTAL:	303.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
001	GENERAL FUND			139,306.86
110	ROAD USE TAX			177,614.38
112	PAYROLL TAX BENEFIT			3,312.87
120	POLICE FORFEITURE			243.30
166	RESTRICTED GIFTS-MCKNLY P			4,302.23
610	SEWER OPERATING FUND			10,888.42
953	ANIMAL SHELTER *AGENCY FU			303.66

GRAND TOTAL:				335,971.72

TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 08/19/14

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	9,183.00
TRISTAR BENEFIT	INV CHECK RUN	1,621.10
KABEL	FLEX	95.00

SELF FUNDING INSURANCE	TOTAL	10,899.10
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FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	99.50
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FINANCE DEPARTMENT	TOTAL	99.50
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BUILDING DEPARTMENT

UNION CO RECORDER	RECORDING FEES	54.00
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BUILDING DEPARTMENT	TOTAL	54.00
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MANUAL CHECKS/DEBITS TOTAL		<u>11,052.60</u>
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FUND TRANSFERS FOR PERIOD ENDING:

08/20/14
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 5,000.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	5,000.00	
	FOR: BALLOON DAYS		001 3-4830		5,000.00
	VENDOR: SOUTHWEST IA BALLOON DAY COMMITTEE		009 1110		5,000.00
			001 1110	5,000.00	
\$ 10,000.00	126 TIF-JAMES SBDV(25%-LMI)	001 GENERAL FUND	126 3-6910	10,000.00	
	FOR: HABITAT HOUSE -600 W MONTGOMERY		001 3-4830		10,000.00
	VENDOR: HABITAT FOR HUMANITY OF UNION CO		126 1110		10,000.00
			001 1110	10,000.00	
\$ 55,000.00	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	001 GENERAL FUND	122 3-6910	55,000.00	
	FOR: STREET MAINTENANCE SUPPLIES		001 3-4830		55,000.00
	VENDOR: VARIOUS VENDORS - GL BALANCE		122 1110		55,000.00
			001 1110	55,000.00	

City of
CRESTON, IOWA
Fire Department

500 N. Sumner Ave. • Creston, IA 50801-2090
Phone 641-782-5610 • Fax 641-782-7078



Creston's Restored Depot and City Hall

Fire Chief's Report
Dangerous Building

April 23, 2014

105 S. Jarvis St.
Creston, IA 50801
Brian Seals/ Tonia Montoia Owners

The Creston Fire Department conducted an inspection of the above residence prompted by citizen complaints.

The following conditions indicate neglected maintenance, high state of dilapidation and general hazard to health and safety:

Rotted front porch
Broken windows in rear
Rotted back porch
Holes in fascia
Fallen eave spouts
Unpainted wood

The interior of the structure is in better shape but still needs some improvements to be rented. The owner stated that she was selling the property on contract but would not be able to record the contract. She was advised that it would have to be a registered and inspected rental property.

Respectfully,

Todd Jackson, Fire Chief

RESOLUTION NO. ?? – 15

RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:

WHEREAS, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2014, and;

WHEREAS, the City's Mowing Ordinance is advertised in the local newspaper and posted each season, and;

WHEREAS, if the length of vegetation is 12 inches or taller by the 1st and the 15th of each month, May through October, the City may mow said properties and charge the property owners, and;

WHEREAS, the City Administrator ordered the nuisances abated, and;

WHEREAS, the City Clerk billed the property owners and the City was never paid.

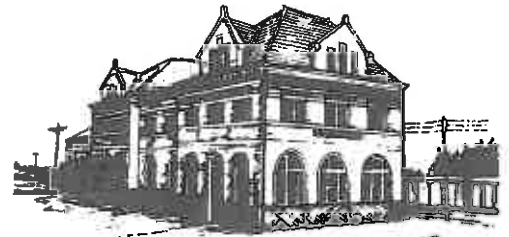
BE AND IT IS HEREBY RESOLVED that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

417 N Jarvis – N 40 Ft Lot 64, Railroad Addition; Parcel #24010-560-055-00	\$175.00
415 N Jarvis – S 4 Ft Lot 64, All Lot 65 and N 10 Ft Lot 66, Railroad Addition; Parcel #24010-560-056-75	\$175.00
310 N Jarvis – Lot 272, West Creston, Section A; Parcel #24010-340-255-00	\$175.00
907 W Jefferson – Lot 124, West Creston, Section C; Parcel #24010-360-106-00	\$250.00
208 N Cedar – Lot 161, McDonald's N, Section B; Parcel #24010-400-059-00	\$175.00
502 S Cherry – Lot 802, OP; 24010-320-650-00	\$175.00
909 E Howard – Lots 235-236, McDonald's North, Ext B; Parcel 24010-400-102-00	\$175.00
308 S Maple – S ½ Lot 233 and N 4' Lot 234, OP; Parcel #24010-320-208-00	\$175.00
307 W Mills – West ½ of S 44.75FT of Lot 182 & S 44.75 FT Lot 183, West Creston, Section A; Parcel #24010-340-190-00	\$175.00
716 N Elm – Lot 32, Wilkins 1 st , Parcel #24010-610-025-00	\$175.00

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

City of
CRESTON, IOWA

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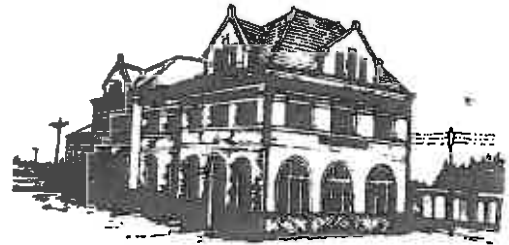
Creston's Restored Depot and City Hall

The following quotes/bids have been received for the 1999 Ford F-150 Truck used by the Park & Recreation Department –

COMPANY	DESCRIPTION	AMOUNT
CRESTON AUTOMOTIVE	TO REPAIR MOTOR W/O COVERS	\$2,324.98
	LABOR	\$1,092.00
	TOTAL	\$3,416.98
CRESTON AUTOMOTIVE	TO REPAIR MOTOR W/COVERS	\$2,654.98
	LABOR	\$1,092.00
	TOTAL	\$3,746.98
HULETT & SON AUTO SALVAGE	TO JUNK IT	\$400.00
CHARLIE BROWN AUTO	TO JUNK IT	\$350.00

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Creston's Restored Depot and City Hall

Permit Fee Comparison

As part of this study Lisa sent out a question on Clerk Net to different cities asking for their permit fee schedules. We also looked on line at different city's web sites and looked at their permit fees.

Those cities include: Boone, Osceola, Greenfield, Atlantic, Pella, Winterset, Chariton, Urbandale, Carroll, La Porte City, Marion, State of Iowa, Bettendorf, and Buffalo.

We then tried to compare the cities that have similar situations such as, full time inspection staff, etc.

There are hardly any two cities alike when it comes to how they figure the building permit fees. While most use the graduating type of fee schedule like we have now and what we are proposing, some cities start with higher fees on the lower end and then reduce the fee schedule on the upper end and all types of other combinations.

With all that in mind the proposed permit fees that are before is what we came up with that would put Creston's permit fees in the medium range with cities similar to our situation. The Uniform Building Code (UBC) used to include a fee schedule as part of the code. The present fee schedule is from the 1982 UBC. The proposed fee table is from the 1991 UBC. We looked at newer versions of the UBC but those fees would increase over what is commonly being used elsewhere.

With regards to the trade fees we stayed pretty much with what are now as far as the per unit/fixture goes. There are a few instances where the per fixture fee did rise such as an electrical meter and per plumbing fixture. We did increase permits in the basic fee area from \$5.00 to \$20.00. At present an electrical service permit fee is only \$10.00, doesn't cover expenses for the inspector to go and do the inspection. With the proposed fee increase this would increase to \$35.00 to help cover actual expenses incurred.

Please contact me with any questions.

Yours truly,

Kevin Kruse
Public Works Director

Comparison of Present and Proposed Building Permit Fees

1500 square foot house with full basement and an 897 square foot attached garage.
Approximately \$225,000.00

Present fees:

Building Permit fee: \$748.00
Plan Check fee: \$486.20
Total: \$1234.20

Electric Permit fee: \$91.00
Plumbing Permit fee: \$62.50
Mechanical Permit fee: \$46.60

Total Permit fees: \$1434.30

Proposed fees:

Building Permit fee: \$1080.50
Plan Check fee: \$702.33
Total: \$1782.83

Electric Permit fee: \$116.00
Plumbing Permit fee: \$80.00
Mechanical Permit fee: \$67.00

Total Permit fees: \$2045.83

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720 square foot detached garage. Approximately \$24,500.

Present fees:

Building Permit fee: \$170.50
Electric Permit fee: \$ 24.50
Total fee: \$195.00

Proposed fees:

Building Permit fee: \$252.00
Electric Permit fee: \$ 26.00
Total fee: \$278.00

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\$5000 Deck

Present Building Permit fee: \$50.50

Propose Building Permit fee: \$72.00

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New Electrical Service on Existing Building

Present fee: \$10.00

Proposed Fee: \$35.00

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Creston's Restored Depot and City Hall

Using Current Fee Schedule

1229 square foot unit with 483 square foot garage no basement

Permit Fee	\$ 563.00	or if	Permit Fee	\$ 943.00
Plan Check Fee	<u>\$ 365.95</u>	combined	Plan Check Fee	<u>\$ 612.95</u>
Total	\$ 928.95 per unit		Total	\$1555.95
	<u>X 2 units</u>			
	\$1859.99 Total 2 units			

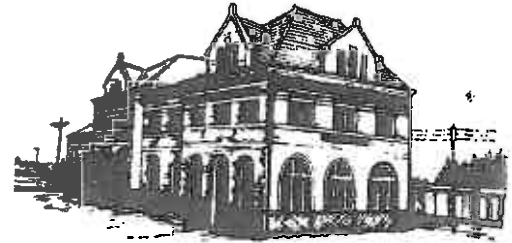
1459 square foot unit with 483 square foot garage – Full Basement

Permit Fee	\$718.00	or if	Permit Fee	\$1180.50
Plan Check Fee	<u>\$466.70</u>	combined	Plan Check Fee	<u>\$767.33</u>
Total	\$1184.70 per unit		Total	\$1947.83
	<u>X 2 units</u>			
	\$2369.40			

All permit fees shown are for building permits only – sewer permits are \$50. Electrical permits are \$100 plus or minus for each unit, Plumbing permits are \$50 plus or minus for each unit, Mechanical permits are \$40 plus or minus for each unit and Water permits are \$10 plus or minus for each unit.

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Creston's Restored Depot and City Hall

**Using Proposed Permit Fees
Cottonwood Subdivision Condominiums**

1229 square foot unit with 483 square foot garage with no basement

Permit Fee	\$ 821.50	or if	Permit Fee	\$1353.50
Plan Check Fee	\$ 534.00	combined	Plan Check Fee	<u>\$ 879.77</u>
Total	\$1355.50 per unit		Total	\$2233.27
	<u> X 2 units</u>			
	\$2711.00 Total 2 units			

1459 square foot unit with 483 square foot garage -- Full Basement

Permit Fee	\$989.50	or if	Permit Fee	\$1686.00
Plan Check Fee	<u>\$643.18</u>	combined	Plan Check Fee	<u>\$1096.00</u>
Total	\$1632.68 per unit		Total	\$2781.90
	<u> X 2 units</u>			
	\$3265.36			

All permit fees shown are for building permits only -- sewer permits are \$50. Electrical permits are \$120 plus or minus for each unit, Plumbing permits are \$50 plus or minus for each unit, Mechanical permits are \$40 plus or minus for each unit and Water permits are \$10 plus or minus for each unit.



*Proposed
Fee
Schedule*

ELECTRICAL PERMIT FEE SCHEDULE

**Residential- Sq. Ft., Including Attached
or Detached Garages**

Number	Fee	Total
	0.035	

METERS:

One Meter	\$ 15.00	
Each meter in excess of one	\$ 8.00	

CIRCUITS:

First 5 circuits	\$ 2.50	
6 thru 10 circuits each	\$ 2.00	
11 thru 100 circuits each	\$ 1.50	
Each in excess of 100	\$ 1.00	

OPENINGS: SWITCHES, OUTLETS, RECEPTACLES

Added to existing circuits - each	\$ 0.50	
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FIXTURES - EACH	\$ 0.50	
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FIXED APPLIANCES: \$4.00 each

Range	Water Heater		
Dryer	Garbage Disp		
AC	Dishwasher		

MOTORS; WIRING, SETTING & CONNECTING

0 hp to 6 hp - each	\$ 2.00	
6 hp or more - each	\$ 2.50	
Elevators	\$ 23.50	
Each floor served	\$ 1.25	
Total HP=		

BASIC FEE:

Subtotal:	\$ 20.00
Penalty:	
Total Fee:	

Permit Paid for by: Money Order Check Cash

COMMENTS:

Electrical

Present Fee Schedule

ELECTRICAL PERMIT FEE SCHEDULE

Description of Work	Number	Fee	Total
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METERS:

One Meter		\$ 5.00	
Two Meters		\$ 8.00	
Each Meter in Excess of two		\$ 1.50	

CIRCUITS:

First 5 circuits -	\$ 2.50	
6 thru 10 circuits each -	\$ 2.00	
11 thru 100 circuits each -	\$ 1.50	
Each in excess of 100 -	\$ 1.00	

OPENINGS: Switches, Outlets, Receptacles

Added to existing circuits - each	\$ 0.50	
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FIXTURES: Each	\$ 0.50	
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FIXED APPLIANCES:

Range	Water Heater	AC
Dryer	Garbage Dis	
Dishwasher		Each
		\$ 4.00

MOTORS: Wiring, Setting & Connecting

0 hp to 6 hp - each	\$ 2.00	
6 hp or more - each	\$ 2.50	
Elevators	\$ 23.50	
Each floor served	\$ 1.25	
Total HP =		

BASIC FEE:

SUBTOTAL:

PENALTY:

TOTAL FEE:

Permit Paid For By: check money order cash

COMMENTS:



*Proposed
Fee
Schedule*

MECHANICAL PERMIT FEE SCHEDULE

Proposed

	Number	Fee Each	Total
Heating Appliances (Installation or relocation)		\$ 10.00	
Boiler		\$ 11.00	
Heat Pump		\$ 10.00	
Air Conditioning- Residential		\$ 6.00	
Air Conditioning- Commercial		\$ 10.00	
Air Conditioning- Roof Unit		\$ 15.00	
Vent System - Commercial		\$ 6.00	
Hoods - Duct type		\$ 4.50	
Repair or Add.- Furnance, dehumidifier evap. to air condition, refrigeration		\$ 7.00	
Compressor		\$ 10.00	
Gas Piping:			
6 outlets		\$ 5.00	
Add. Outlets Over 6		\$ 2.50	
Fuel Burning Fireplace, Stove Or Similar Appliance		\$ 14.00	
Each Appliance or System Not Specified Above - List Below		\$ 6.00	

Warning: No LPGas appliance shall be installed in a location where heavier than air gas might collect (basement or pit).

Note: A separate permit is required for all electrical work.

BASIC FEE:

Subtotal:
Penalty:
Total Fee:

\$ 20.00

Permit Paid for by: Money Order Check Cash

CC COMMENTS:

Mechanical

Present Fee Schedule

MECHANICAL PERMIT FEE SCHEDULE

	No.	Fee Each	Total
Heating Appliances (Installation or relocation)		\$10.00	\$
Boiler		11.00	
Heat Pump		10.00	
Air Conditioning-Residential		6.00	
Air Conditioning-Commercial		10.00	
Air Conditioning-Roof Unit		15.00	
Vent System-Commercial		6.00	
Hoods-Duct type		4.50	
Repair or Addition-furnace, dehumidifier, evap. to air condition, refrigeration		7.00	
Compressor		10.00	
Gas Piping:			
1 to 6 outlets		2.30 ea.	
Additional Outlets Over 6		1.20 ea.	
Fuel Burning Fireplace, Stove or Similar Appliance		14.00	
Each Appliance or System Not Specified Above-List Below		6.00	

Warning: No LPGas appliance shall be installed in a location where heavier than air gas might collect (basement or pit).

NOTE:

A SEPARATE PERMIT IS
REQUIRED FOR ALL
ELECTRICAL WORK.

SUB-TOTAL	\$
PENALTY-Equal to sub total	\$
BASIC FEE	\$ 5.00
TOTAL	\$



Proposed
Fee
Schedule

PLUMBING PERMIT FEE SCHEDULE

Description of Work	Number	Fee	Total
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WATER SERVICE:

Installation, Change or Repair

	\$ 10.00	
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SEWER SERVICE:

Installation, Change or Repair of Bldg Sewer

	\$ 10.00	
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FIXTURES:

Tub:	Boller Blow-Down Tank:
Sink:	Auto Washer Drain:
Urinal:	Soda Fountain:
Vac Brk:	Indirect Waste:
Ice Mach:	Indirect Waste Line:
W. Closet:	Auto Water Heater:
W Softener:	Floor Drain:
Dishwasher:	Backflow Prev:
Bar Opening:	Garbage Disposer:
Grease Trap:	Sewage Eject:
Drink Fountain:	Roof Drain:
Garage Sump:	Shower Drain:
Lavatories:	Each
	\$ 5.00

DOWNSPOUT, INTERIOR:

Installation, Change or Repair

	\$ 5.00	
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SEPTIC TANK:

	\$ 10.00	
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RECONSTRUCTION -

Drain, Stack, Vent

	\$ 5.00	
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LAWN SPRINKLER SYSTEM:

	\$ 25.00	
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BASIC FEE:

Subtotal:

Penalty:

Total Fee:

\$ 20.00	

Permit Paid for by: Money Order Check Cash

COMMENTS:

Plumbing

Present Fee Schedule

PLUMBING PERMIT FEE SCHEDULE

Description of Work	Number	Fee	Total
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WATER SERVICE:

Installation, Change or Repair

	\$ 5.00	
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SEWER SERVICE: Installation, Change or Repair of Bldg Sewer

	\$ 4.50	
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FIXTURES:

Tub:	Boller Blow-Down Tank
Sink:	Auto Washer Drain:
Urinal:	Soda Fountain:
Vac Brk:	Indirect Waste:
Ice Mach:	Indirect Waste Line:
W. Closet:	Auto Water Heater:
W Softener:	Floor Drain:
Dishwasher:	Backflow Prev:
Bar Opening:	Garbage Disposer:
Grease Trap:	Sewage Eject:
Drink Fountain:	Roof Drain:
Garage Sump:	Shower Drain:
Lavatories:	Each
	\$ 3.00

DOWNSPOUT, INTERIOR

Installation, Change or Repair

	\$ 3.50	
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SEPTIC TANK:

	\$ 10.00	
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RECONSTRUCTION - Drain, Stack, Vent

	\$ 3.50	
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LAWN SPRINKLER SYSTEM:

	\$ 25.00	
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BASIC FEE:

SUBTOTAL:

PENALTY:

TOTAL FEE:

\$ 5.00	

Permit Paid For By: check money order cash

COMMENTS:

FEE TABLE

(Proposed)
Based on 1991 U.B.C.

Total Valuation		
Low	High	Permit Fee
1	500	\$ 15.00
501	600	\$ 17.00
601	700	\$ 19.00
701	800	\$ 21.00
801	900	\$ 23.00
901	1000	\$ 25.00
1001	1100	\$ 27.00
1101	1200	\$ 29.00
1201	1300	\$ 31.00
1301	1400	\$ 33.00
1401	1500	\$ 35.00
1501	1600	\$ 37.00
1601	1700	\$ 39.00
1701	1800	\$ 41.00
1801	1900	\$ 43.00
1901	2000	\$ 45.00
2001	3000	\$ 54.00
3001	4000	\$ 63.00
4001	5000	\$ 72.00
5001	6000	\$ 81.00
6001	7000	\$ 90.00
7001	8000	\$ 99.00
8001	9000	\$ 108.00
9001	10000	\$ 117.00
10001	11000	\$ 126.00
11001	12000	\$ 135.00
12001	13000	\$ 144.00
13001	14000	\$ 153.00
14001	15000	\$ 162.00
15001	16000	\$ 171.00
16001	17000	\$ 180.00
17001	18000	\$ 189.00
18001	19000	\$ 198.00
19001	20000	\$ 207.00
20001	21000	\$ 216.00
21001	22000	\$ 225.00
22001	23000	\$ 234.00

Total Valuation		
Low	High	Permit Fee
23001	24000	\$ 243.00
24001	25000	\$ 252.00
25001	26000	\$ 258.50
26001	27000	\$ 265.00
27001	28000	\$ 271.50
28001	29000	\$ 278.00
29001	30000	\$ 284.50
30001	31000	\$ 291.00
31001	32000	\$ 297.50
32001	33000	\$ 304.00
33001	34000	\$ 310.50
34001	35000	\$ 317.00
35001	36000	\$ 323.50
36001	37000	\$ 330.00
37001	38000	\$ 336.50
38001	39000	\$ 343.00
39001	40000	\$ 349.50
40001	41000	\$ 356.00
41001	42000	\$ 362.50
42001	43000	\$ 369.00
43001	44000	\$ 375.50
44001	45000	\$ 382.00
45001	46000	\$ 388.50
46001	47000	\$ 395.00
47001	48000	\$ 401.50
48001	49000	\$ 408.00
49001	50000	\$ 414.50
50001	51000	\$ 419.00
51001	52000	\$ 423.50
52001	53000	\$ 428.00
53001	54000	\$ 432.50
54001	55000	\$ 437.00
55001	56000	\$ 441.50
56001	57000	\$ 446.00
57001	58000	\$ 450.50
58001	59000	\$ 455.00
59001	60000	\$ 459.50

PROPOSED FEE TABLE CONTINUED....2014

Total Valuation			Total Valuation		
Low	High	Permit Fee	Low	High	Permit Fee
60001	61000	\$ 464.00	80001	81000	\$ 554.00
61001	62000	\$ 468.50	81001	82000	\$ 558.50
62001	63000	\$ 473.00	82001	83000	\$ 563.00
63001	64000	\$ 477.50	83001	84000	\$ 567.50
64001	65000	\$ 482.00	84001	85000	\$ 572.00
65001	66000	\$ 486.50	85001	86000	\$ 576.50
66001	67000	\$ 491.00	86001	87000	\$ 581.00
67001	68000	\$ 495.50	87001	88000	\$ 585.50
68001	69000	\$ 500.00	88001	89000	\$ 590.00
69001	70000	\$ 504.50	89001	90000	\$ 594.50
70001	71000	\$ 509.00	90001	91000	\$ 599.00
71001	72000	\$ 513.50	91001	92000	\$ 603.50
72001	73000	\$ 518.00	92001	93000	\$ 608.00
73001	74000	\$ 522.50	93001	94000	\$ 612.50
74001	75000	\$ 527.00	94001	95000	\$ 617.00
75001	76000	\$ 531.50	95001	96000	\$ 621.50
76001	77000	\$ 536.00	96001	97000	\$ 626.00
77001	78000	\$ 540.50	97001	98000	\$ 630.50
78001	79000	\$ 545.00	98001	99000	\$ 635.00
79001	80000	\$ 549.50	99001	100000	\$ 639.50

\$100,000 to \$500,000, \$639.50 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

\$500,000 to \$1,000,000, \$2,039.50 for the first \$500,000 plus \$3.00 for each additional \$1,000 or fraction thereof

\$1,000,000 and up, \$3539.50 plus \$2.00 for each additional \$1,000 or fraction thereof

Plan check fee: 65% of permit fee.

Plan check fees are required for:

- All new homes
- All new commercial & industrial construction
- Additions/alterations of commercial & industrial as required
- All new two & multi-family constructions
- Other plan checks may be required by the Building Official as deemed necessary

The city reserves the right to calculate building permit fees on the basis of the latest prevailing per square foot construction costs according to the table published in the Building Safety Journal by the International Code Council (ICC) when the estimated cost of construction provided in a building permit is deemed, by the City's Building Official, to be unreasonably or artificially low.

Current
FEE TABLE
 (EFFECTIVE 7-1-03)
 1982 U.B.C.

TOTAL VALUATION		
LOW	HIGH	PERMIT FEE
1	500	\$10.00
501	600	\$11.50
601	700	\$13.00
701	800	\$14.50
801	900	\$16.00
901	1000	\$17.50
1001	1100	\$19.00
1101	1200	\$20.50
1201	1300	\$22.00
1301	1400	\$23.50
1401	1500	\$25.00
1501	1600	\$26.50
1601	1700	\$28.00
1701	1800	\$29.50
1801	1900	\$31.00
1901	2000	\$32.50
2001	3000	\$38.50
3001	4000	\$44.50
4001	5000	\$50.50
5001	6000	\$56.50
6001	7000	\$62.50
7001	8000	\$68.50
8001	9000	\$74.50
9001	10000	\$80.50
10001	11000	\$86.50
11001	12000	\$92.50
12001	13000	\$98.50
13001	14000	\$104.50
14001	15000	\$110.50
15001	16000	\$116.50
16001	17000	\$122.50
17001	18000	\$128.50
18001	19000	\$134.50
19001	20000	\$140.50
20001	21000	\$146.50
21001	22000	\$152.50
22001	23000	\$158.50

TOTAL VALUATION		
LOW	HIGH	PERMIT FEE
23001	24000	\$164.50
24001	25000	\$170.50
25001	26000	\$175.00
26001	27000	\$179.50
27001	28000	\$184.00
28001	29000	\$188.50
29001	30000	\$193.00
30001	31000	\$197.50
31001	32000	\$202.00
32001	33000	\$206.50
33001	34000	\$211.00
34001	35000	\$215.50
35001	36000	\$220.00
36001	37000	\$224.50
37001	38000	\$229.00
38001	39000	\$233.50
39001	40000	\$238.00
40001	41000	\$242.50
41001	42000	\$247.00
42001	43000	\$251.50
43001	44000	\$256.00
44001	45000	\$260.50
45001	46000	\$265.00
46001	47000	\$269.50
47001	48000	\$274.00
48001	49000	\$278.50
49001	50000	\$283.00
50001	51000	\$286.00
51001	52000	\$289.00
52001	53000	\$292.00
53001	54000	\$295.00
54001	55000	\$298.00
55001	56000	\$301.00
56001	57000	\$304.00
57001	58000	\$307.00
58001	59000	\$310.00
59001	60000	\$313.00

FEE TABLE CONTINUED....2003

TOTAL VALUATION

LOW	HIGH	PERMIT FEE
60001	61000	\$316.00
61001	62000	\$319.00
62001	63000	\$322.00
63001	64000	\$325.00
64001	65000	\$328.00
65001	66000	\$331.00
66001	67000	\$334.00
67001	68000	\$337.00
68001	69000	\$340.00
69001	70000	\$343.00
70001	71000	\$346.00
71001	72000	\$349.00
72001	73000	\$352.00
73001	74000	\$355.00
74001	75000	\$358.00
75001	76000	\$361.00
76001	77000	\$364.00
77001	78000	\$367.00
78001	79000	\$370.00
79001	80000	\$373.00

100000 and up:

\$433.00 for the first 100,000 plus \$2.50 for each additional \$1,000 or fraction thereof.

TOTAL VALUATION

LOW	HIGH	PERMIT FEE
80001	81000	\$376.00
81001	82000	\$379.00
82001	83000	\$382.00
83001	84000	\$385.00
84001	85000	\$388.00
85001	86000	\$391.00
86001	87000	\$394.00
87001	88000	\$397.00
88001	89000	\$400.00
89001	90000	\$403.00
90001	91000	\$406.00
91001	92000	\$409.00
92001	93000	\$412.00
93001	94000	\$415.00
94001	95000	\$418.00
95001	96000	\$421.00
96001	97000	\$424.00
97001	98000	\$427.00
98001	99000	\$430.00
99001	100000	\$433.00

Plan check fee: 65% of permit fee.

Plan check fees are required for:

All new homes

All new commercial & industrial construction

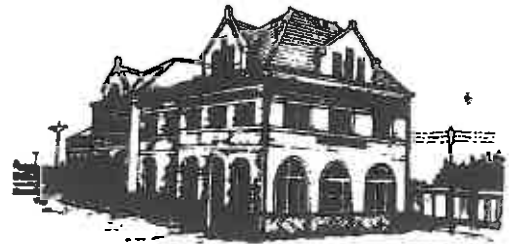
Additions/alterations of commercial & industrial
as required

All new two & multi-family construction

Other plan checks may be required by the
Building Official as deemed necessary.

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

I & I Special Assessment Form

I/We JOHN / JONAN BARKALOW hereby acknowledge that I/we have special assessment for sewer balance of \$2450.00 due to the City of Creston. This indebtedness was incurred as a result of work done to comply with the City of Creston's Municipal Wastewater System Ordinance, Chapter 95 which prohibits the Inflow and Infiltration of water into the sanitary sewer system.

I/We agree to a repayment plan of 10 (maximum of 10) equal installments of \$245.00 plus interest at a rate of 6% plus a \$5.00 administration fee due with each installment. The first installment is due on or before September 30th annually beginning September 2015. The other installments, with interest on the whole amount unpaid, shall be paid annually thereafter at the same time and in the same manner as the September semi-annual payment of general property taxes.

Pursuant to Iowa Code Section 311.18, if taxes become delinquent on the first of October, (unless the last day of September is a Saturday or Sunday, in which case it becomes delinquent on the 2nd business day of October) the assessment shall bear the same interest and be attended with the same rights and remedies for collection as general property taxes.

I may discharge the assessment by paying the balance then due on all unpaid installments, with interest on the entire amount of the unpaid installment to December 1 following, as set forth in Sec 384.65.3 (311.17) of the Iowa Code.

By signing, I/we hereby acknowledge the terms and condition of this agreement.

John B. Barkalow
Signature

Signature

8-8-14

Dated

Dated

Parcel Description (including address, district/parcel number)

LOT FIVE(5) IN AUDITORS PLAT OF SUBDIVISION OF BLOCK NINETEEN (19) IN McDONALDS NORTH ADDITION, SECTION C, AN ADDITION TO CRESTON, UNION COUNTY, IOWA



Application for TRAFFIC SAFETY FUNDS

GENERAL INFORMATION

Location / Title of Project Creston Speed and Traffic Project - Part 2

Applicant Creston Police Department

Contact Person Paul Ver Meer Title Chief of Police

Complete Mailing Address 302 North Pine
Creston, Iowa 50801

Phone 641-782-8402 E-Mail pvermeer@iowatelecom.net
(Area Code)

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s) Creston Public Works

Contact Person Kevin Kruse Title Public Works Director

Complete Mailing Address 116 West Adams
Creston, Iowa 50801

Phone 641-782-2000 ext. 1 E-Mail kkruise@crestoniowa.org
(Area Code)

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:

Application Type

Site Specific ☐
Traffic Control Device ☐
Safety Study ☒

Funding Amount

Total Project Cost \$ 5200.00

Safety Funds Requested \$ 5200.00

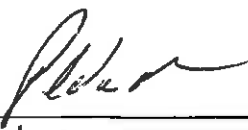
APPLICATION CERTIFICATION FOR LOCAL GOVERNMENT

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached resolution(s) binds the participating local government(s) to assume responsibility if any additional funds are committed, and to ensure maintenance of any new or improved city streets or secondary roads.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the Creston Police Department

Signed:



Signature

8-14-14

Date Signed

Paul Ver Meer

Typed Name

Attest:



Signature

8/14/2014

Date Signed

Warren Woods, Mayor

Typed Name

Project: Pavement Rehabilitation	CGA PN: 4411.06	Change Order # 1
Owner: City of Creston	Contract Date: 03/18/2014	
Contractor: Feldhacker Contracting	Contract Amount: \$42,822.50	

List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES			Amount Increase or Decrease
Bid Item No. 3.4 of the contract shall be omitted from the contract. The following adjustment shall be made to the contract bid items: 1. Omit Bid Item No. 3.4 "Full Depth Pavement Patching" – 245 SY @ \$70 / SY			- \$17,150.00
Net Change This Order (+ or -)			\$-17,150.00
Net Changes Previous Orders:			\$0.00
Total Net Changes to Date:			\$-17,150.00
Total Contract Time (Days) 15	Days Increased 0	Days Decreased 0	Total 15
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.			
Contractor: Feldhacker Contracting			Date: 8-7-14
By: Wayne Tildhacker		Title: owner	
Recommended	By: [Signature]	Title: Project Engineer	Date: 8/14/14
Approved	By:	Title:	Date:
Attested	By:	Title:	Date:

CONSTRUCTION PROGRESS PAYMENT

Project Description: Pavement Maintenance

Date of Contract: 3/18/2014
Completion Date: 15 Working Days

Estimate No: One (1)

Contractor: Feldhacker Contracting
1593 Maranatha Lane
Creston, Iowa 50801

Owner: City of Creston
116 West Adams Street
Creston, Iowa 50801

Base Contract Price	\$42,822.50	Materials on Hand (See Attached Tab)	\$0.00
Work Order No. 1	-\$17,150.00	Construction Completed (See Attached Tab)	\$25,288.08
Work Order No.		Total Amount Earned	\$25,288.08
Work Order No.		Less 5% Retainage	\$1,264.40
Work Order No.		Less Previous Payment	\$0.00
Work Order No.		AMOUNT DUE THIS ESTIMATE	\$24,023.67
TOTAL CONTRACT PRICE	\$25,672.50		

Requested For Contractor By

Wayne Feldhacker

Title

owner

Date

8-7-14

Recommended By Engineer

John P. Roenfeldt

Joseph P. Roenfeldt, P.E.

Title

Project Engineer

Date

8/12/14

Approved For Owner By

Title

Date

TABULATION OF CONSTRUCTION QUANTITIES

PROJECT: Pavement Maintenance
 PROJECT NUMBER: 4411.06
 ESTIMATE NO.: One (1)

FOR THE PERIOD
 FROM: 3/18/2014
 TO: 7/18/2014

Item No.	Item Description	Contract Quantity and Units	Unit Price	Total To Date		Previous Period		Completed This Period	
				Quantity	Cost	Quantity	Cost	Quantity	Cost
3.1	Safety Plan, Mobilization and Traffic Control	1	LS	1	\$5,165.00	0	\$0.00	1	\$5,165.00
3.2	Crack Sealing	350	LF	393.5	\$570.58	0	\$0.00	393.5	\$570.58
3.3	Joint Sealing	16,000	LF	15,642	\$19,552.50	0	\$0.00	15,642	\$19,552.50
3.4	Full Depth Pavement Patching	245	SY	0	\$0.00	0	\$0.00	0	\$0.00
CGA Consultants		Base Contract Amount		Total Earned to Date		Previously Earned		Completed This Period	
Marshalltown, IA 50158		\$42,822.50		\$25,288.08		\$0.00		\$25,288.08	
TOTALS									

REC'D AUG 04 2014



August 1, 2014

City of Creston
Attn: Mike Taylor, City Administer
116 W. Adams Street
Creston, IA 50801

Dear Mike:

This letter is in regards to the Southern Prairie YMCA 5K Balloon Day Run on September 20th at 8:00 AM until 9:30 AM. This will be the eighth annual event which is held at McKinley Park. I would like the permission of the city to use the park for this event. I will be contacting Creston Police Department about using an officer on Adams Street to help direct traffic. Park Street will need to be blocked off and volunteers will be located at Prairie Street, Adams Street, Stone Street, and Lake Shore Drive to help with directing runners and any traffic we may encounter.

If you have any questions or concerns about this route, please contact me so we can discuss the issues.

Thank you,



Executive Director
Southern Prairie YMCA

Southern Prairie YMCA 5K

Creston, Ia.

Effective: 8-18-2011 through 12-31-2021

Certification Code: IA11010MF

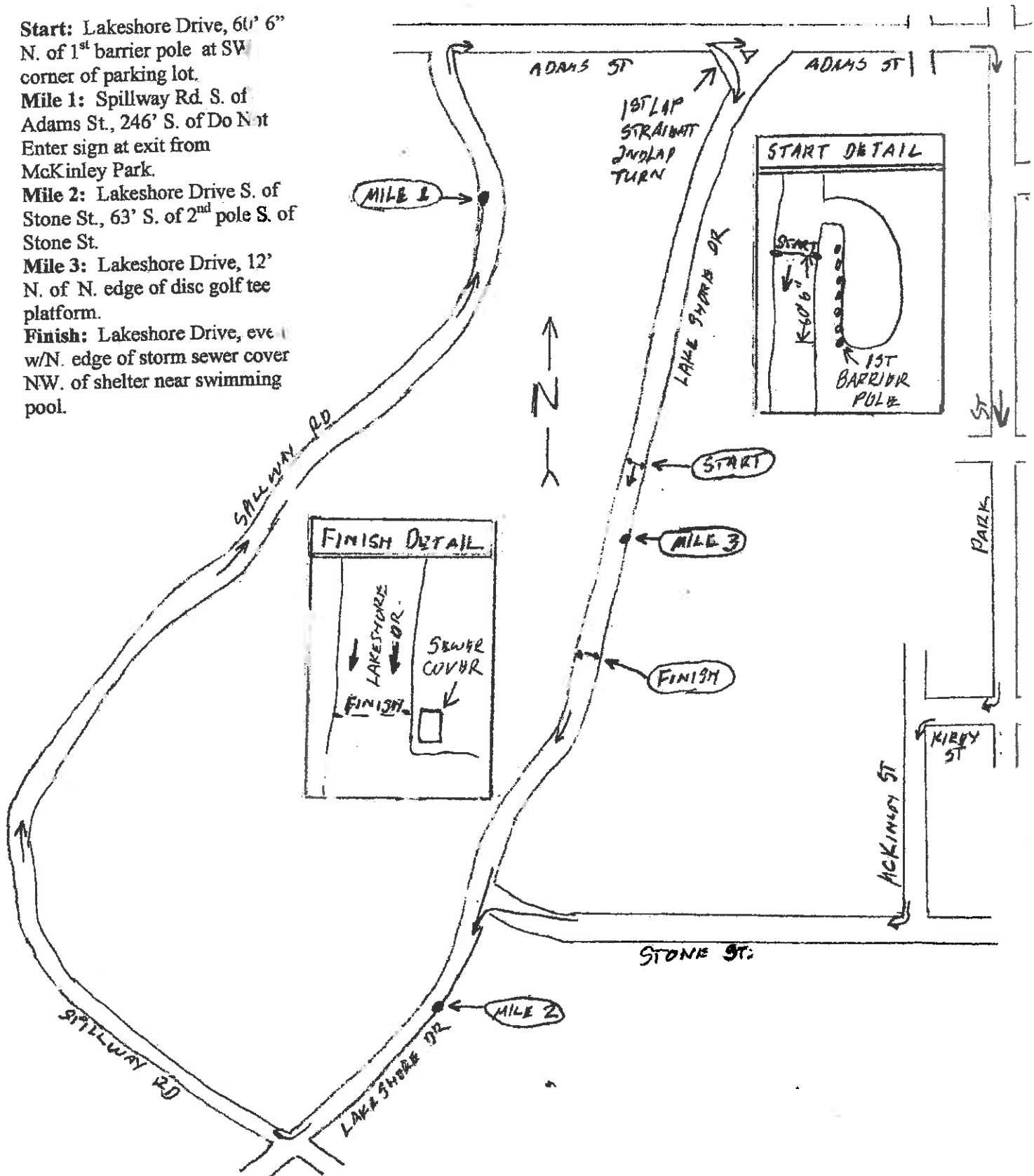
Start: Lakeshore Drive, 60' 6" N. of 1st barrier pole at SW corner of parking lot.

Mile 1: Spillway Rd. S. of Adams St., 246' S. of Do Not Enter sign at exit from McKinley Park.

Mile 2: Lakeshore Drive S. of Stone St., 63' S. of 2nd pole S. of Stone St.

Mile 3: Lakeshore Drive, 12' N. of N. edge of disc golf tee platform.

Finish: Lakeshore Drive, even w/N. edge of storm sewer cover NW. of shelter near swimming pool.



Southern Prairie YMCA 5K

Creston, Ia.

Start: Lakeshore Drive, 60' 6" N. of 1st barrier pole at NW corner of parking lot.

Mile 1: Spillway Rd. S. of Adams St., 246' S. of Do Not Enter sign at exit from McKinley Park.

Mile 2: Lakeshore Drive S. of Stone St., 63' S. of 2nd pole S. of Stone St.

Mile 3: Lakeshore Drive, 12' N. of N. edge of disc golf tee platform.

Finish: Lakeshore Drive, even w/N. edge of storm sewer cover NW. of shelter near swimming pool.

08/07/14


To the Creston City Council

This letter is from Mike and Karen Eblen to inform the council of plans for the lot at 307 North Division in Creston. We have plans to clean up, remove ACM siding, demolish the house and garage, and do site work to prepare the lot to construct two duplex apartment buildings. The estimated costs for the clean up , demolition, and site work is \$25000.00. We would like to start this project as soon as possible so the site can be ready before we start fall work that we have scheduled. We would be willing to pay \$100.00 for the property and pay the legal fees to get a clear deed and title for it.

Thank you for your consideration in this proposal.

Sincerely

Mike and Karen Eblen

A handwritten signature in black ink, appearing to read "Mike Eblen". The signature is written in a cursive, flowing style.

Proposal

Page # _____ of _____ pages

641-782-0521

Ron Ray
311 North Division
Creston, IA 50801

Mike Taylor

PROPOSAL SUBMITTED TO: City of Creston		JOB NAME	JOB #
ADDRESS: 309 N Division Property		JOB LOCATION	DATE OF PLANS 8-1-14
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: I would like to have 3 months to get you cleaned up, and would like to have 9 months to year to have buildings all down, and there will be no cost to the city if utilities are all unhooked.

My plan is put good nice building up there a 309 N Division. Again there will be no cost to the City of Creston.

But the city would just sign the property over to me, and I will take care of landfill changes and hauling.

I will pay The City of Creston \$300.00
309 N. Division for a clean title and deed
Loretta Hawley is my Attorney
641-782-7051

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ Zero cost to the city Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Ron Ray

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

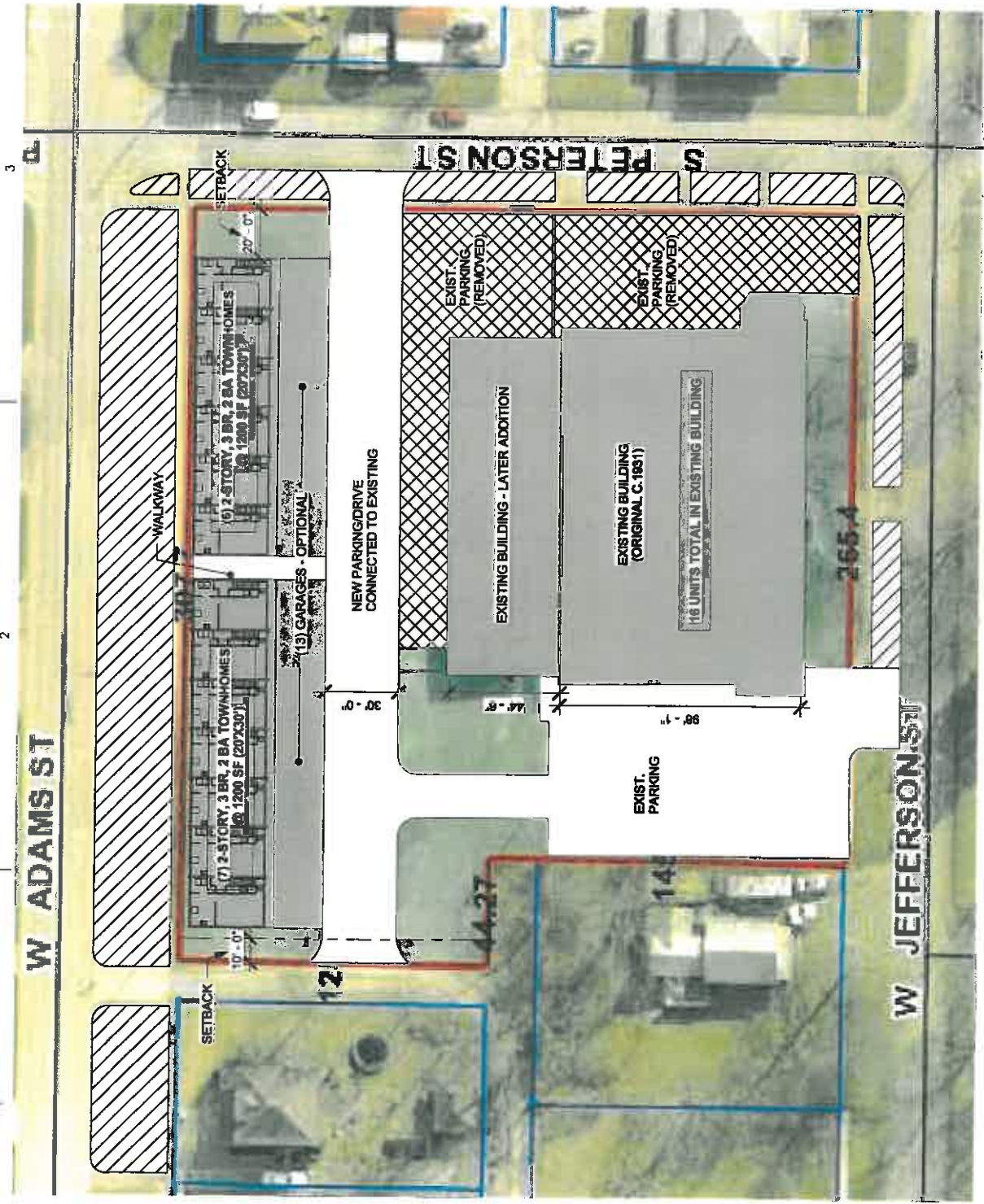
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

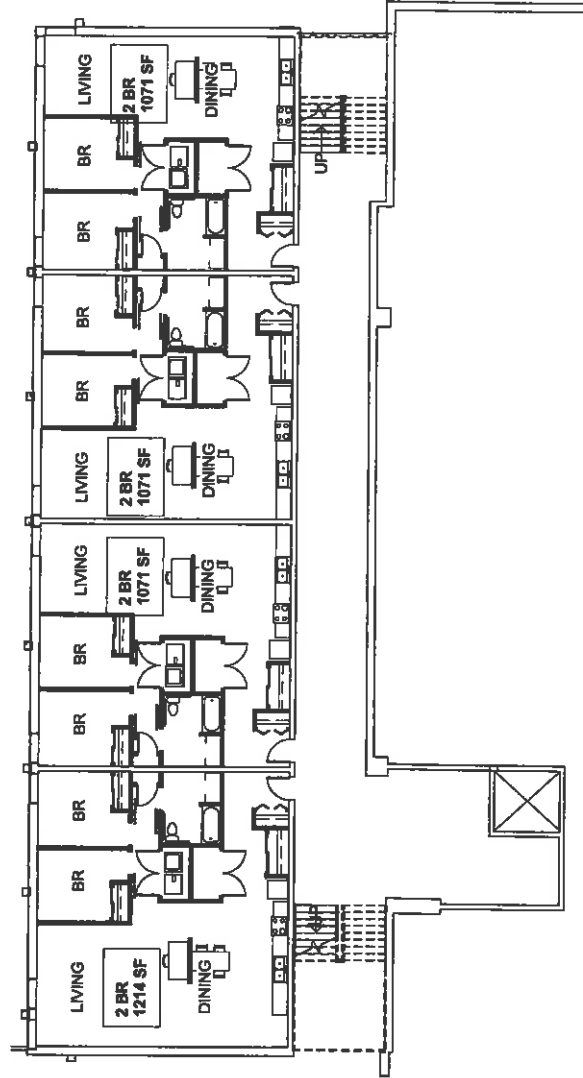
Date of Acceptance _____

Signature _____

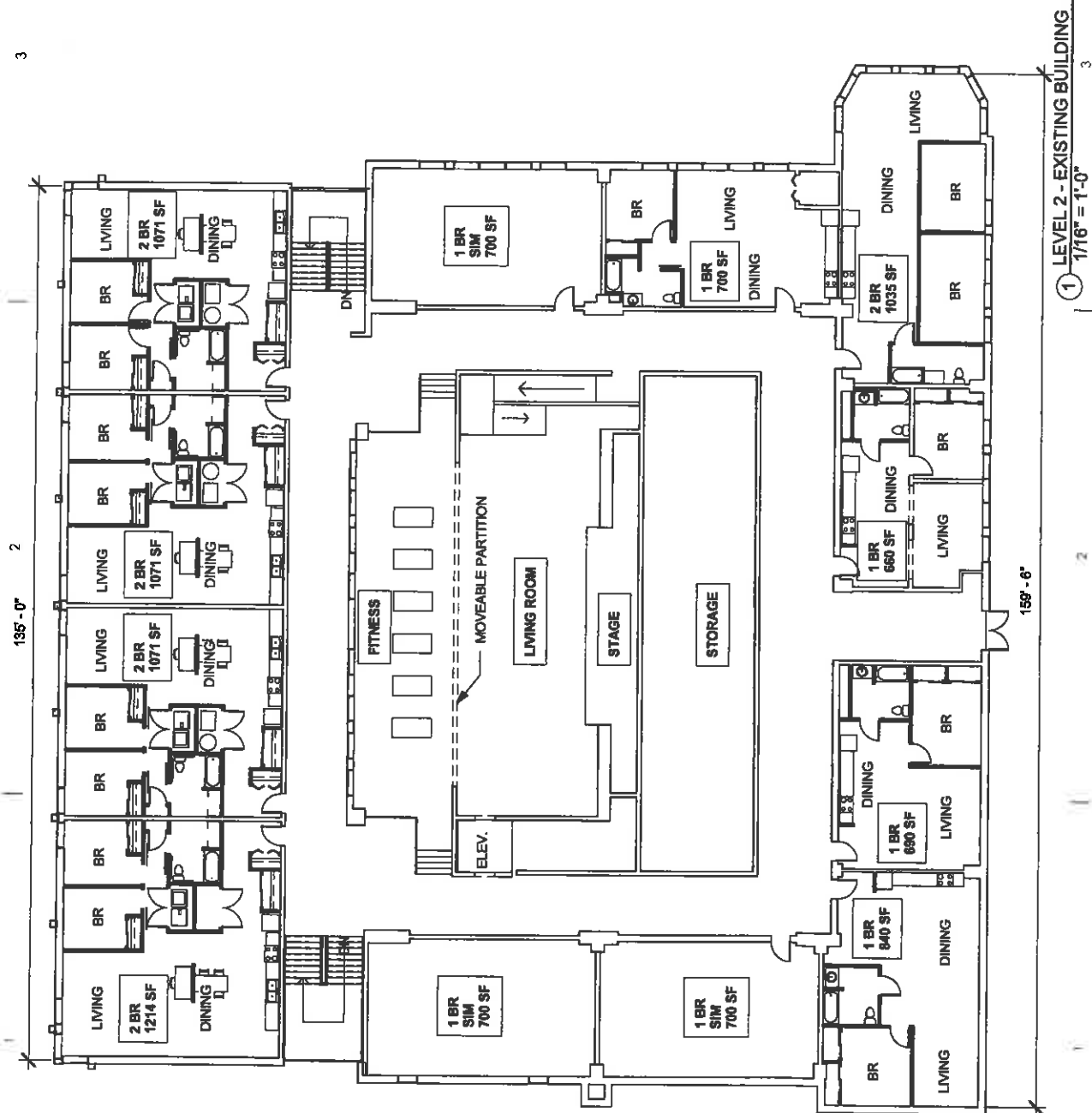


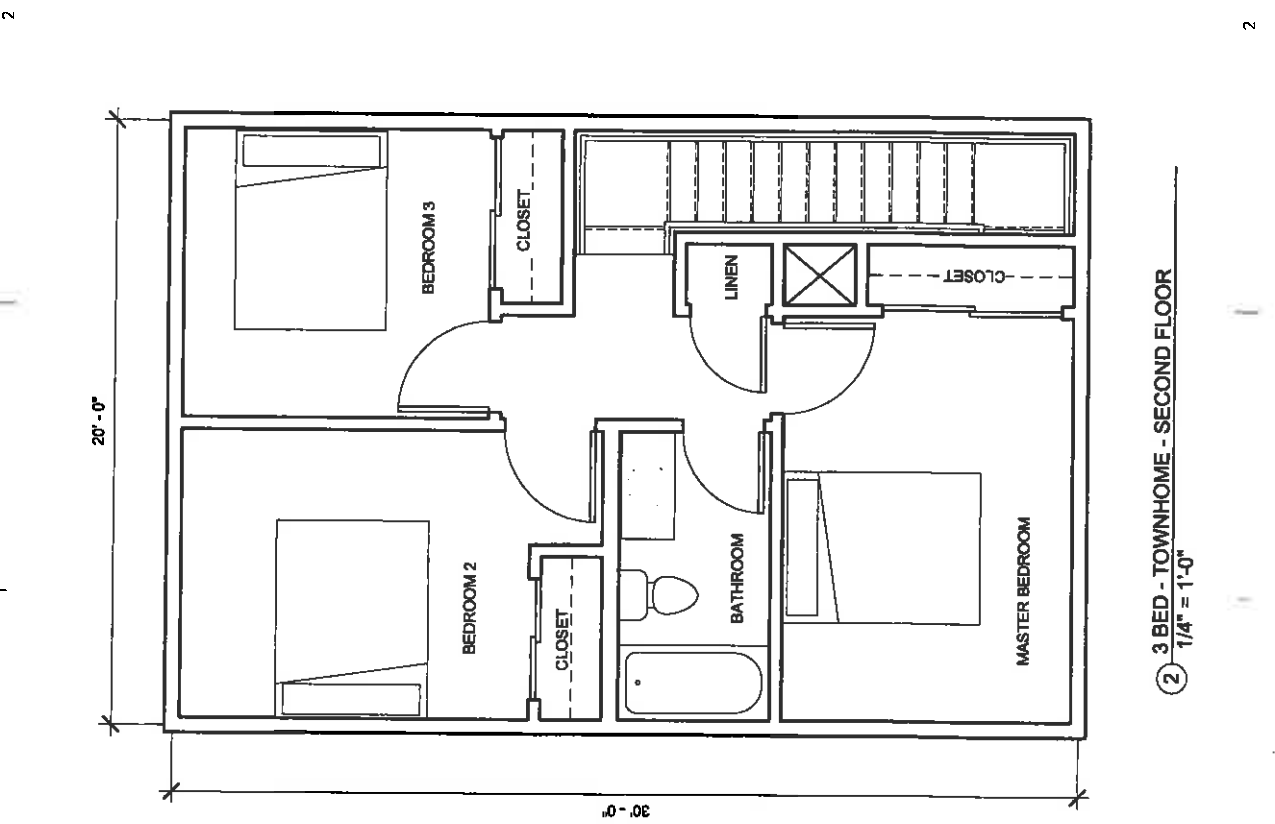
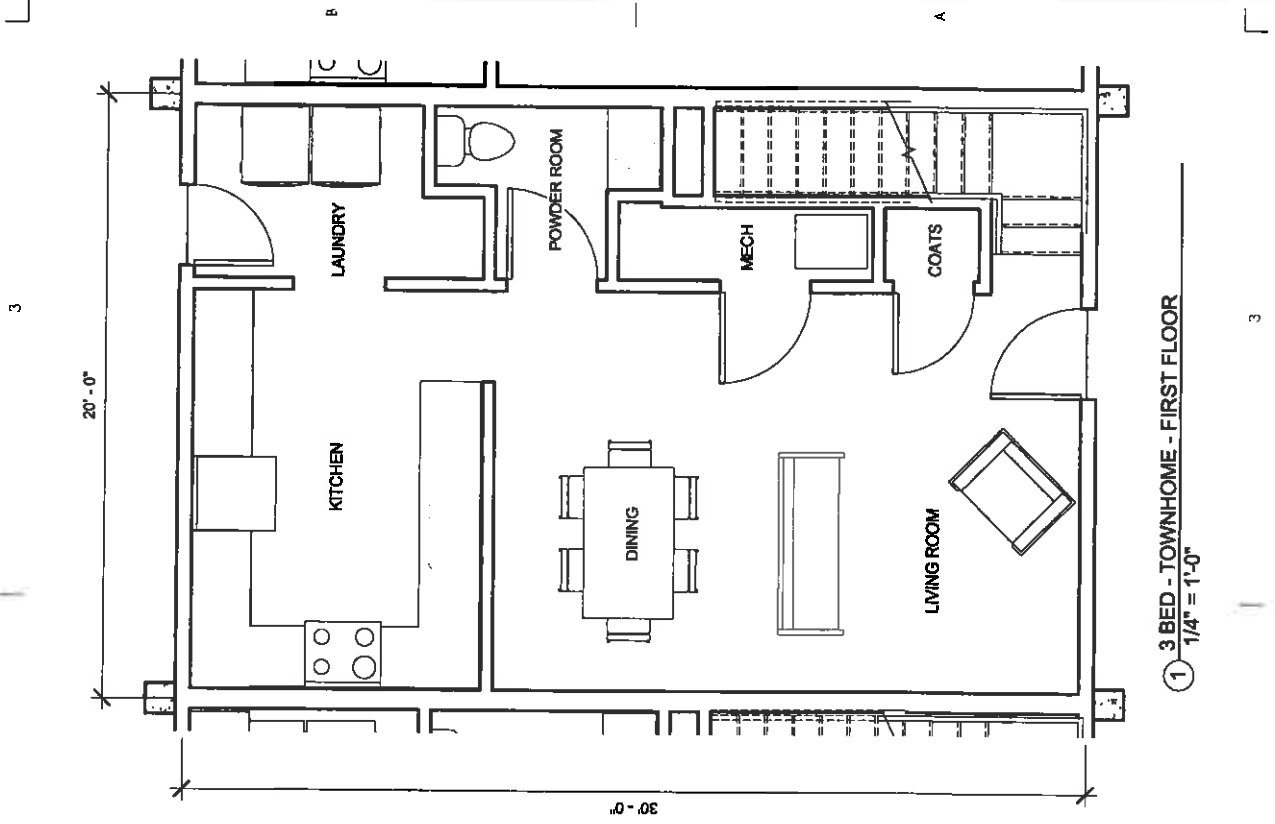


① SITE PLAN - 29 UNITS TOTAL
1" = 40'-0"



① LEVEL 1- EXISTING BUILDING
1/16" = 1'-0"





REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") dated August ____, 2014 ("Effective Date"), is entered into by and between the City of Creston, Iowa ("Seller"), and Seldin Affordable Housing Program, LLC, a Nebraska limited liability company and/or assigns (the "Purchaser").

ARTICLE I

AGREEMENT OF PURCHASE AND SALE

1.1. Agreement. For the consideration and upon the terms and conditions contained herein, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller all of those certain lots or tracts of land consisting of 1.8 acres, more or less, and located in the City of Creston, Union County, Iowa, and being more particularly described in Exhibit "A" attached hereto, together with all structures, fixtures, and improvements of every kind situated thereon, and all the rights and appurtenances pertaining thereto, including, but not limited to, all right, title, and interest of Seller, if any, in and to any adjacent strips and gores between the property and any abutting properties, and any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, road, easement, street, alley, or right-of-way, open or proposed, in, on, across, abutting, or adjacent to the property (collectively, the "Subject Property"). The Subject Property has a street address of 1001 W. Jefferson, Creston, Iowa, and is commonly known as the Lincoln Elementary School.

ARTICLE II

PURCHASE PRICE

2.1. Purchase Price. The purchase price for the Subject Property (the "Purchase Price") is Ten Thousand Dollars (\$10,000), payable in cash at Closing as herein provided.

ARTICLE III

CONDITIONS AND CONTINGENCIES

3.1. Items to be Delivered. Within five (5) days after the Effective Date, or at such other time as is specified below, Seller shall deliver any as-built drawings and base building prints (backgrounds) in hard copy or electronic formats.

3.2. Inspection Period. Purchaser shall have a period of thirty (30) days after the Effective Date in which to inspect the condition of the Subject Property, to conduct an examination of the Subject Property and to review such matters as Purchaser deems necessary to determine the suitability of the Subject Property for Purchaser's needs. Seller shall give Purchaser and Purchaser's agents and representatives full

access to the Subject Property necessary to complete Purchaser's inspections. The expenses of Purchaser's investigation shall be borne solely by Purchaser. Seller or an agent of Seller shall receive at least 24 hours' advance notice of any inspection or investigation to be performed by Purchaser and shall have the right to be present at any such inspection or investigation.

3.3. Termination During Inspection Period. If, during the Inspection Period, Purchaser, in its sole discretion, determines that: (i) the results of any inspections are unsatisfactory; or (ii) Purchaser has determined that the Subject Property will not satisfy its needs, then Purchaser may terminate this Agreement by providing written notice of cancellation to Seller on or prior to expiration of the Inspection Period, whereupon neither Seller nor Purchaser shall have any further right or obligation hereunder, except for any indemnification obligations to each other previously incurred and not fully satisfied. This right of termination is exercisable by Purchaser in its sole discretion for any reason whatsoever. It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives or agents, shall constitute a waiver or relinquishment on the part of Purchaser of Purchaser's right to rely on the covenants, representations, warranties or agreements made by Seller in this Agreement.

ARTICLE IV

SURVEY AND TITLE REVIEW

4.1. Title Commitment. Purchaser shall order an abstract of title which shall enable Purchaser to obtain a commitment for an extended coverage policy of title insurance in an amount equal to the Purchase Price, covering the Subject Property, by the Title Company, showing the status of title to the Subject Property as of such date of certification and accompanied by the appropriate and usual judgment and lien and tax searches and special assessment searches (the "Title Commitment").

4.2. Survey. Purchaser shall order and cause to be prepared an ALTA/ACSM Land Title Survey of the Subject Property based on the Title Commitment, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors certified to Purchaser and including all Table A items required by Purchaser, but specifically excluding the countour lines (the "Survey").

ARTICLE V

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PERIOD

5.1. CDBG Period. Purchaser shall have up to an additional one hundred twenty (120) days following the expiration of the Inspection Period (the "CDBG Period") to satisfy the conditions relating to CDBG approvals set forth in this Article.

5.2 CDBG Approvals. During the Inpection Period and / or CDBG Period Purchaser shall have the right to make any applications to obtain all necessary governmental approvals to provide adequate financing relating to Purchaser's intended use. Purchaser, in its sole discretion, may terminate the Agreement at any point during the CDBG Period if Purchaser fails to obtain adequate CDBG funds if, in its

sole judgment, it is determined that the cost of obtaining such CDBG funds is too expensive.

ARTICLE VI

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF SELLER

6.1. Representations and Warranties. In order to induce Purchaser to enter into this Agreement, Seller makes the following warranties and representations which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller has good and marketable fee simple title to the Subject Property, and at the Closing, Seller will have and will convey to Purchaser, good and indefeasible fee simple title to the Subject Property, free and clear of all liens, defects, encumbrances, easements, conditions, exceptions, restrictions, or other matters affecting title except the Permitted Exceptions.

(b) There is no litigation or proceeding pending or, to the actual knowledge of Seller, threatened against or relating to or affecting any of the Subject Property, and no pending or, to the actual knowledge of Seller, threatened or contemplated condemnation actions or special assessments with respect to the Subject Property which, in either case will affect access to or create additional cost to Purchaser. To the actual knowledge of Seller there are no other pending or threatened claims, legal actions, tax audits, mechanics' liens or other proceedings of any type, including, without limitation, any action of a civil or criminal nature, or any action or proceeding before any arbitration board or tribunal, pending or threatened against Seller or affecting the Subject Property which will adversely affect Purchaser upon the consummation of this purchase.

(c) Seller is, and at Closing will be, authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement has been authorized by Seller to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Subject Property is bound, or violate any regulation, law, court order, judgment, or decree applicable to Seller or the Subject Property.

(d) There is no pending or, to the actual knowledge of Seller, contemplated change in any regulation, zoning ordinance or private restriction, nor pending or, to the best knowledge of Seller, threatened judicial or administrative action, nor any action pending or, to the actual knowledge of Seller, threatened by third parties applicable to the Subject Property.

(e) To the actual knowledge of Seller, the Subject Property is not situated in a special flood hazard area according to any of the applicable city maps or the flood insurance rate maps, or the flood hazard boundary maps

issued by the Department of Housing and Urban Development, the Federal Insurance Administration, or the Federal Emergency Management Agency.

(f) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws contemplated by or pending or, to the best knowledge of Seller, threatened against Seller or the Subject Property.

(g) No person, corporation, or other entity has or on the Closing Date shall have any right or option to acquire all or any portion of the Subject Property.

(h) Seller has received no notices that the Subject Property is not in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the Subject Property.

(i) To the actual knowledge of Seller, execution and delivery of this Agreement, consummation of the transaction described herein, and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Subject Property is bound, or violate any regulation, law, court order, judgment, or decree applicable to Seller or the Subject Property.

(j) **Seller hereby discloses the presence of asbestos in the building located on the Subject Property.** Other than the disclosed asbestos, Seller has received no notices or information that Seller, or any previous owner, tenant, licensee, invitee, or user of the Subject Property, or any other person or entity, has ever (i) used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, or about the Subject Property or (ii) transported Hazardous Substances to, from, or across the Subject Property. Seller has received no notices or information that there are any Hazardous Substances located on the Subject Property, or that the Subject Property is not in compliance with all applicable Environmental Laws. As used in this Agreement, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes, or materials, any pollutants or contaminants (including, without limitation, materials which include hazardous constituents), or any other similar substances or materials which are included under or regulated by any Environmental Law; provided, however, Hazardous Substance shall not include household cleaning products customarily kept in apartment units. "Environmental Law" shall mean and include all local, state or federal laws, rules, orders and regulations pertaining to environmental regulation, or the use, processing, storage, disposal, generation or transportation of Hazardous Substances, or any contamination, clean up or disclosure related thereto. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Super Fund Amendments and Reauthorization Act of 1986, the Resource, Conservation and Recovery Act, the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Safe Drinking Water Act, the Federal Clean Air Act, the Federal Clean

Water Act, The National Environmental Protection Act, as any of the foregoing has heretofore been or is hereafter amended, and any regulations promulgated with respect to any of such statutes. There are no orders, judgments, claims, suits, actions or proceedings concerning or affecting the Subject Property with respect to any Environmental Law. Seller has not received any notice of any threatened or pending suit, action or proceeding concerning the Subject Property relating to any Environmental Laws. To Seller's best knowledge, there are no underground storage tanks on the Subject Property and there have never been any underground storage tanks on the Subject Property.

(k) Seller has received no notice or information that any portion of the Subject Property is located in or comprises "wetlands" as that term is defined in 33 C.F.R. § 328.1(b) (1988);

(l) Seller will disclose in writing to Purchaser prior to the expiration of the Inspection Period all latent defects in or affecting the Subject Property of which Seller has actual knowledge.

(m) To Seller's actual knowledge utility services that have been installed to the Subject Property enter the Subject Property through adjoining public streets, or, if they pass through adjoining private land, do so in accordance with valid public or private easements which will inure to the benefit of Purchaser and which are shown on the Survey. To Seller's actual knowledge, no fact or condition exists which would result in the discontinuation of necessary utilities or services.

6.2. Covenants of Seller. Seller covenants that from and after the Effective Date, Seller shall:

(a) Not: (i) perform any grading, excavation, or construction, or make any other change or improvement on the Subject Property; (ii) create or permit any lien or other encumbrance affecting the Subject Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing; (iii) commit any waste or nuisance upon the Subject Property; (iv) impose or allow any easements, covenants, conditions, or restrictions on the Subject Property; (v) institute or participate in any annexation, zoning, platting, or other governmental action regarding the Subject Property, except as otherwise provided herein, or (vi) enter into or modify any contract or other agreement that in any way affects the Subject Property and that will survive the Closing, unless such contract or agreement is cancelable, without cost, with thirty (30) days prior written notice.

(b) Promptly advise Purchaser in writing, (i) of any notices concerning the Subject Property that Seller receives from any appraisal districts, taxing authorities, or any governmental agency having jurisdiction over the Subject Property, and of litigation, arbitration, or administrative hearing concerning the Subject Property; or (ii) of any tenant defaults occurring after the Effective Date and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules or other documents made or furnished by Seller in connection with this transaction.

(c) Cause at or prior to Closing the release of all liens and encumbrances against the Subject Property and the cure of all Title Defects which Seller has agreed to cure, and cooperate in good faith with the Title Company to satisfy all requirements and conditions set forth on the Title Commitment.

(d) Continue to maintain the Subject Property in a good condition and state of repair, reasonable wear and tear excepted.

(e) Keep in force insurance policies relating to the Subject Property, up to and including the Closing Date.

(f) Perform all of Seller's obligations under any contracts pertaining to the Subject Property and promptly notify Purchaser of any defaults thereunder.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF PURCHASER

7.1. Representations and Warranties. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(a) Purchaser is fully authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder.

(b) Purchaser is, and at Closing will be, authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder, and Purchaser's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement has been authorized by Purchaser to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser or the Subject Property is bound, or violate any regulation, law, court order, judgment, or decree applicable to Purchaser or the Subject Property.

ARTICLE VIII

CONDITIONS PRECEDENT TO CLOSING/CASUALTY/CONDEMNATION

8.1. Conditions Precedent to Purchaser's Performance. The obligation of Purchaser to close the transaction described in this Agreement shall be subject to the following conditions precedent:

(a) All the representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Effective Date and on the Closing Date;

(b) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date thereof (except those changes requested by Purchaser in its notice of Title

Defects), and no encumbrance or Title Defect shall affect the Subject Property except the Permitted Exceptions; and

(c) The condition of the Subject Property on the Closing Date shall not be materially different from the condition existing as of the date of the expiration of the Inspection Period.

In the event that any of the foregoing conditions are not satisfied or waived in writing by Purchaser prior to the Closing, Purchaser may terminate this Agreement by delivery of a written termination notice to Seller on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser free of claims by Seller.

8.2. Damage or Destruction. Prior to Closing, risk of loss with regard to the Subject Property shall be borne by Seller.

8.3 Condemnation. If, prior to the Closing, condemnation proceedings are threatened or commenced with respect to any portion of the Subject Property, Purchaser may terminate this Agreement by delivering a written termination notice to Seller on or prior to the Closing Date. Prior to Purchaser's termination of this Agreement, or if Purchaser does not terminate this Agreement, both the Seller and the Purchaser, by and through their respective attorneys, shall have the right to appear in such condemnation proceedings and defend their interests in the Subject Property. Any award in condemnation made prior to the Closing shall become the property of the Seller, and the Purchase Price shall be reduced by the amount of the gross condemnation award made to Seller. An award in condemnation after the Closing shall be the property of Purchaser, and the Purchase Price shall not be reduced thereby. In the event of termination of this Agreement pursuant to this Section, the Earnest Money shall be refunded immediately to the Purchaser, and neither party shall have any further right or obligation under this Agreement.

ARTICLE IX

CLOSING

9.1. Time and Place. The sale and purchase of the Subject Property shall be consummated at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on a date designated by Purchaser within thirty (30) days of the expiration of the later of the Inspection Period and the CDBG Period, and the satisfaction or waiver of all contingencies set forth herein, but not later than June 30, 2015 (the "Closing Date").

9.2. Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated in cash between Seller and Purchaser:

(a) Ad valorem and personal property taxes for the Subject Property for the then current Iowa tax fiscal year measured from July 1, 2014 through June 30, 2015. Seller will escrow and credit to Purchaser a prorata portion of the property tax amount for the fiscal year ending June 30, 2015. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the then current fiscal year or, if for any reason such taxes for the Subject Property

have not been actually assessed, such proration shall be based upon 107% of the latest known tax assessment, which both parties agree shall be final as between them. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller. Purchaser's Title Policy shall insure Purchaser against any prior taxes or assessments.

(b) ~~Seller shall pay (i) all transfer taxes, stamp taxes and similar taxes, (ii) all recording fees charged by the Title Company, and (iii) the premium of the Title Policy including the cost of any endorsements thereto.~~ Purchaser shall pay the cost of the Survey. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or purchaser, respectively, in a transaction of this character in the county where the Subject Property is located.

(c) The agreements as to prorations and adjustments in this Section 9.2 shall survive the Closing. In the event, subsequent to the Closing, that any adjustments made at the Closing pursuant to this Section are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten days from receipt of the invoice.

(d) For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Subject Property, and, therefore, entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the day of the Closing. Bills received after the Closing which relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing shall be promptly paid by Seller.

9.3. Right to Possession. At the Closing and as a condition thereto, Purchaser shall be given full and unrestricted right to possession of the Subject Property, and Seller will execute such instruments and take such action as may be appropriate or required to assure to Purchaser uninterrupted and full possession of the Subject Property immediately following the Closing.

ARTICLE X

REMEDIES UPON DEFAULT

10.1. Closing Default of Seller. In the event that the sale of the Subject Property as provided in this Agreement is not consummated as a result of a default by Seller, Purchaser shall have the right to either: (i) terminate this Agreement by giving written notice thereof to Seller, (ii) enforce specific performance of Seller's obligations under this Agreement; or (iii) pursue any or all remedies available at law or in equity.

10.2. Closing Default by Purchaser. If all conditions of this Agreement are satisfied and all covenants and obligations to be performed by Seller prior to Closing are fully performed, and if performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving

written notice thereof to Purchaser, whereupon neither party shall have any further rights or obligations hereunder.

ARTICLE XI

MISCELLANEOUS

11.1. Notices. Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a registered or certified item with return receipt requested; (iii) delivered by delivery service (including, without limitation, any express mail or delivery service), or (iv) sent by telex or telecopy. Notices, demands, or other communications delivered by mail shall be deemed given and received when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when delivered to the address of the party to whom it is addressed as stated below:

Purchaser: Seldin Affordable Housing Program, LLC (or its Assigns), 16910 Frances Street, Omaha, NE 68130. Attn: Aaron Flaugh, Phone: 402-333-7373.

Seller: City of Creston, 116 West Adams Street, Creston, IA 50801. Attention: Mayor, Warren Woods; Phone: 641-782-2000.

Either party hereto may change its address for notice by giving the other party ten days' advance written notice of such change of address.

11.2. Contract to Survive. All representations, warranties, covenants, and agreements contained herein, whether to be performed before or after the Closing Date, shall not be deemed to be merged into or waived by the instruments of the Closing, but shall survive Closing.

11.3. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned by the Purchaser to any person, firm, corporation, or other entity which the Purchaser, at its sole discretion, may create to be the operating entity for the development of affordable housing on the Subject Property without the consent of the Seller. If Purchaser so assigns its rights to this Agreement, such assignment shall release Purchaser from all liability hereunder without the necessity of further documentation.

11.4. Amendment. This Agreement may not be amended and no condition, covenant, or obligation may be waived, except by an agreement in writing signed by Seller and Purchaser.

11.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

11.6. Multiple Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.7. Brokers. Each party represents and warrants to the other that no brokers or finders have been engaged by it in connection with the transaction contemplated by this Agreement, or, to its knowledge, is in any way connected with any such transaction.

11.8. Construction. The parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed against either party.

11.9. Invalidity. If any provision in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.10. Time is of the Essence; Waiver. Time is of the essence with respect to every provision of this Agreement. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

11.11. Confidentiality. Other than with respect to required governmental disclosures, or with respect to customary financial reporting in the ordinary course of its business, Seller shall not disclose to any person or party the economic terms of this Agreement or the identity of Purchaser. This covenant shall survive the Closing or termination of this Agreement.

11.12. No Assumption. Purchaser is acquiring only the Subject Property from Seller and is not the successor of Seller. Purchaser does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation, or expense of Seller relating to the Subject Property in any way except, and only to the extent, if any, expressly provided for herein or in the documents executed at Closing.

IN WITNESS WHEREOF, this Agreement is executed in multiple originals with an Effective Date as defined above.

SELLER:

CITY OF CRESTON

By: _____
Mr. Warren Woods, Mayor

PURCHASER:

SELDIN AFFORDABLE HOUSING PROGRAM, LLC

By: _____
Name: Aaron M. Flaugh
Title: Member